



# Maintenance Renewal Notice

23

## Actuate Corporation

701 Gateway Blvd., 6th Floor  
South San Francisco, CA 94080-7009  
650-837-2000 VOICE  
650-827-1560 FAX  
FED ID#: 94-3193197  
CAN GST#: 86877-0082

Notice #: 021611

Notice Date: 05/23/05

Cust ID: CAYE01

**RECEIVED**

MAY 24 2005

### ACCOUNTS PAYABLE

Bill To: City of Milpitas  
Flora Tseng  
455 East Calaveras Blvd.  
Milpitas CA, 95035-5479  
United States

Ship To: City of Milpitas  
Flora Tseng  
455 East Calaveras Blvd.  
Milpitas CA, 95035-5479  
United States

Item ID	Description	Qty	Rate	Amount
MR	Maintenance Renewal for period 07/01/05-06/30/06			
MR-AS-RP	Maintenance Renewal for Actuate Server e.Report Package	1.00	15,000.00	15,000.00
MR-ERD	Maintenance Renewal for e.Report Designer	1.00	99.00	99.00
MR-DW&SDK	Maint. Renewal for e.Report Designer Pro	1.00	199.00	199.00
INIT	Initial Inv#21103 dated 10/31/02			
MISC	Aug 04 Contract ACT204-001 REN179-1			

**APPROVED FOR PAYMENT**

DATE:

5-24-05

Account #

FOR:

(Authorized Signature)

Total Before Tax : 15,298.00

Sales Tax :

Total After Tax : 15,298.00

Your current maintenance contract will be expiring on **6/30/2005** and your maintenance and support services will end on that day. Upon your review and approval, please return this renewal notice, along with a Purchase Order ("PO") or a written notification authorizing such renewal (if your company does not issue PO), to Actuate Corporation via e-mail at [accounting@actuate.com](mailto:accounting@actuate.com) or fax at (650) 837-4719. If you have any questions regarding this renewal notice or our maintenance and support services, please contact us at [accounting@actuate.com](mailto:accounting@actuate.com) or (888) 211-4733.

Issued By: Lisa Wang

☎ 650-837-4656 ✉ [lwang@actuate.com](mailto:lwang@actuate.com)

If you agree with the terms of this notice, you may wish to remit payment to:

Actuate Corporation  
Dept. #05875  
P.O. Box 39000  
San Francisco, CA 94139-5875



74 Tehama St  
Suite 200  
San Francisco, CA 94105  
t . 415 . 522.5216  
f . 415 . 522.5215

**RECEIVED**

BILL TO

MAY 17 2005

SHIP TO

City of Milpitas  
Accounts Payable  
455 East Calaveras Blvd.  
Milpitas, CA 95035

**ACCOUNTS PAYABLE**

DATE		INVOICE #	Invoice	TERMS	DUE DATE
5/15/2005		771		Due on receipt	5/15/2005
Qty	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT	
12	Managed Service	June 1, 2005 - May 31, 2006	750.00	9,000.00	
		Sales Tax	8.25%	0.00	

Granicus  
74 Tehama St. Suite 200  
San Francisco, CA 94105

**PAYMENT RECEIPT**

Check Number

Amount Paid

Granicus  
74 Tehama St.  
Suite 200  
San Francisco, CA 94105



**MOTOROLA**

March 21, 2005

Debbie Souza  
Milpitas Police Department  
1275 N. Milpitas Blvd  
Milpitas, CA 95035-3153

RE: **Extension to Maintenance and Support Agreement SA 001762-000**  
**Equipment Type: Mugshot**

Dear Ms. Souza:

By means of this letter, Motorola, Inc hereby extends Milpitas Police Department's maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period 07/01/05 through 06/30/06. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing the acceptance block below and **return one copy to my attention at Motorola, Inc. Company at 1250 North Tustin Avenue, Anaheim, California 92807 or fax it to my attention at 714-237-0050 on or before 07/01/05.** Failure to return this fully executed letter on or before 07/01/05 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementaion fee.

If you have any questions or need further clarification, please contact me directly at 714-238-2057 or e-mail me at [tanyamansell@motorola.com](mailto:tanyamansell@motorola.com)

Sincerely,

Tanya Mansell  
Contracts Administration Representative  
Motorola, Inc.

**Accepted by:**

**MOTOROLA, INC**

Signed by: \_\_\_\_\_

Printed Name: John M. Hiatt

Title: MCEI Vice President of Customer Support

Date: 03/21/05

**MILPITAS POLICE DEPARTMENT**

Signed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

---

Exhibit A DESCRIPTION OF COVERED PRODUCTS

---

MAINTENANCE AND SUPPORT AGREEMENT NO. 001762-000

CUSTOMER: Milpitas Police Dept

The following table lists the Products under maintenance coverage:

Product	Node Name
❖ TFP Capture/Retrieve Station	TFPMILNT10597
❖ TFP Capture/Retrieve Station	TFPMILNT10598

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone conference within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems.	Telephone conference within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone conference within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone conference within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2. Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3. Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Decision Support System ("DSS") Products. *(Applies to Motorola's PremierCAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation shall be invoiced on a time and material basis at Seller's then current rates for professional services.

5. Compliance to Local, County, State and/or Federal Mandated Changes. *(Applies to Software and interfaces to those Products)* Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

6. Annual System Performance Review and Report. Seller will prepare the following reports to include:

6.1 *(Applies to PremierCAD Software only)*

- |                          |              |  |
|--------------------------|--------------|--|
| (a) System Analysis      | MEASURE:     | Evaluate disk and CPU load                                       |
|                          | PEEK:        | Evaluate memory availability and use                             |
|                          | VIEWSYS:     | Evaluate use and availability of PCBs                            |
|                          | EMSA/TMDS:   | Review logs for hardware reports                                 |
|                          | File Sizing  | Review file sizing on changeable files                           |
| (b) Pathway Analysis     |              | Evaluate effectiveness of system configuration for current load  |
|                          |              | Evaluate TCP/Server statistics                                   |
|                          |              | Evaluate efficiency of server class maximum and minimum settings |
| (c) Performance Analysis | TMX Timings: | Evaluate application response times                              |

6.2 (Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)

Update Equipment drivers  
Upload Equipment patches, hot fixes and firmware

Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

6.3 Based on the Annual System Performance Review and Reports, Seller's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Seller CAD Software.)

7. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

7.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

7.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

7.3 CAD HP NonStop S-Series Service Plans

7.3.1 The following HP electronic support tools are available:

Express Notice	A proactive email notification of new software releases, announcements and updates
Scout for NonStop Servers	Once registered, users have the ability to perform interim product modification (IPM) analysis on NonStop Kernel systems and to download IPMs electronically.
Total Information Manager (TIM)	A CD collection of support documentation shipped with the initial system.
Knowledgebase for NonStop Support (KBNS)	Once registered, users have access to a powerful search tool offering quick and easy access to previously answered technical support questions.

7.3.2 HP NonStop K-Series Service Plan:

Premier24 The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes the following services:

- Holiday coverage – extends the PPM to include national holidays.
- No Fault – adds extra coverage for unexpected environmental changes such as extreme temperature changes that are not otherwise covered.

Base9 The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is within eight (8) PPM hours.

### 7.3.3 HP NonStop S-Series Service Plan:

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

### 7.4 Under all CAD HP NonStop Series hardware service plans, coverage will include:

- Perform corrective or scheduled preventive service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Seller's call intake center or the HP Nonstop Support Center (CTNSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP Customer Engineer and an alternate who will be responsible for providing service.
- Provide on an annual basis (i) equipment inventory of maintained HP NonStop Series hardware; and (ii) planning meeting to discuss the current Service Plans and Customer's future requirements.



**Exhibit C**  
**SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement #

001762-000

Date of Agreement March 21, 2005

New Term Effective

START 07/01/05

END 06/30/06

**CUSTOMER:** Milpitas Police Dept  
**Address:** 1275 Milpitas Blvd  
**CITY, STATE, ZIP CODE:** Milpitas, CA 95035

**CONTACT NAME:** Debbie Souza  
**CONTACT TITLE:**  
**TELEPHONE:** (408) 586-2476  
**FAX:**  
**Email:**

**BILLING AGENCY:** City of Milpitas  
**Address:** 455 E. Calaveras Blvd  
**CITY, STATE, ZIP CODE:** Milpitas, CA 95035

**CONTACT NAME:** Accounts Payable  
**CONTACT TITLE:**  
**TELEPHONE:**  
**FAX:**  
**Email:**

For support on products below, please contact ISD Customer Support at (800) 734-6241 or email at [cscenter@motorola.com](mailto:cscenter@motorola.com).

- |   |   |  |   |   |
|---|---|--|---|---|
| <input type="checkbox"/> AFIS System                        | <input type="checkbox"/> DeskScan™ Station              | <input type="checkbox"/> LiveScan™ Station         | <input type="checkbox"/> Omnitrak™ System | <input checked="" type="checkbox"/> Mugshot InstantImage™ |
| <input type="checkbox"/> PremierCAD™                        | <input type="checkbox"/> CAD HP NonStop™Series hardware | <input type="checkbox"/> RMS Infotrak™             | <input type="checkbox"/> Imagetrak™       | <input type="checkbox"/> Offendertrak™                    |
| <input type="checkbox"/> Motorola® Computer Aided Dispatch  |   |  |   |   |
| <input type="checkbox"/> Customer Service Request System    | <input type="checkbox"/> Case Management System         | <input type="checkbox"/> License Permitting System | <input type="checkbox"/> Custom Software  |   |
| <input type="checkbox"/> Enhancements to Products           | <input type="checkbox"/> LEEDS/CAs                      | <input type="checkbox"/> Cityworks                 |   |   |
| <input type="checkbox"/> Integration Framework              | <input type="checkbox"/> Integration Framework Express  |  |   |   |
| <input type="checkbox"/> Premier MDC™ Message Switch        | <input type="checkbox"/> Premier MDC™                   | <input type="checkbox"/> Premier MDC™ Select       |   |   |
| <input type="checkbox"/> Premier MDC™ Select Message Switch | <input type="checkbox"/> Premier MDC™ Reporting         | <input type="checkbox"/> Premier Handheld          |   |   |
| <input type="checkbox"/> TalkThru/RF Plus Message Switch    | <input type="checkbox"/> Premier Handheld Citation      | <input type="checkbox"/> TalkThru/RF Plus          |   |   |
| <input type="checkbox"/> Premier 2Way                       | <input type="checkbox"/> AirMobile™                     | <input type="checkbox"/> TxMessenger™              |   |   |

☒ **Printrak Silvertrak**

**ANNUAL FEE**  
**\$ 3,224.00**

- ◆ 8 a.m.- 5 p.m. Monday-Friday PPM
- ◆ Central Site: Next day PPM on-site response
- ◆ Remote: 2nd day PPM on-site response
- ◆ Supplemental Releases
- ◆ Standard Releases
- ◆ Labor, on-site service
- ◆ Parts replacement, if available

**OTHER AVAILABLE OPTIONS**

	Year	Number Attendees Requested	ANNUAL FEE
<input type="checkbox"/> Printrak Users Conference Attendance (\$2,650 per Attendee)			\$ _____
<input type="checkbox"/> Consulting Services - 8 Hour Blocks (plus travel fees)			\$ _____
<input type="checkbox"/> LiveScan 2000 Prism Protection \$900 unit/year		Covers labor and material fee for replacement of one (1) prism per year	\$ _____
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year		Covers labor and material fee for replacement of one (1) PAS Unit per year	\$ _____
<input type="checkbox"/> Other:			\$ _____
<b>Other Options Total</b>			<b>\$ _____</b>

Prepared by: Tanya Mansell, 714-238-2057, [tanyamansell@motorola.com](mailto:tanyamansell@motorola.com)

**FULL TERM FEE GRAND TOTAL\* \$ 3,224.00**

*\*Exclusive of taxes if applicable*

Exhibit D  
CURRENT BILLABLE RATES

MAINTENANCE AND SUPPORT AGREEMENT NO. 001762-000

CUSTOMER: Milpitas Police Dept

The following are Motorola's current billable rates, subject to an annual change.

COVERAGE HOURS (PPM)	BILLABLE RATES OUTSIDE THE SCOPE OF A CURRENT EXECUTED AGREEMENT
8am-5pm, M-F (local time)	\$160 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Motorola Holidays	\$240 per hour, 2 hours minimum

COVERAGE HOURS (PPM)	BILLABLE RATES WITHOUT AN AGREEMENT
8am-5pm, M-F (local time)	\$320 per hour, 2 hours minimum
After 5p, Saturday, Sunday, Motorola Holidays	\$480 per hour, 2 hours minimum

# Northrop Grumman

Commercial Information Services, Inc.  
10 Orville Drive, Bohemia, NY 11716

## INVOICE

Customer P.O.	Terms	Customer Number	Date of Invoice	Invoice Number
ANNUAL CONTRACT	NET 30	90530G	04/26/05	F042612328

Amount Paid

12035

**RECEIVED**

APR 29 2005

ACCOUNTS PAYABLE

CITY OF MILPITAS 90530G  
ACCOUNTS PAYABLE  
455 E. CALAVARAS BLVD  
MILPITAS CA 95035

### Remit To:

Northrop Grumman  
Commercial Information Services, Inc.  
PO Box 26085  
New York, NY 10087-6085

Circle: Mastercard Visa

Credit Card Number

Cardholder Signature

Exp. mo/yr

Activity Date	Contract or Work Order Number	Total Tax	Amount Due
04/26/05	90530A-004	0.00	2,115.96

Please return top portion with your remittance, Thank You.

Customer P.O.	Terms	Customer Number	Date of Invoice	Invoice Number	Check #	Amount Paid
ANNUAL CONTRACT	NET 30	90530G	04/26/05	F042612328		

Invoice Balance over 30 days is subject to a late charge of one and one half percent (1.5%) per month

For Billing Inquiries, please call (631) 563-6800 Ext.365

Activity Date	Contract or Work Order Number	Total Tax	Amount Due
04/26/05	90530A-004	0.00	2,115.96

Northrop Grumman Commercial Information Services, Inc. 10 Orville Drive, Bohemia, NY 11716 (631) 563-6800

Item	Qty	Description	Price	Extended
------	-----	-------------	-------	----------

### Service Level Agreement

COVERAGE: 07/15/2005 - 07/14/2006

PAYMENT: 1 of 1

1	1.00	MAINTENANCE AGREE	176.33 /E	2,115.96
		Maintenance Agreement		
		SN - 9543		

Total Before Taxes:

2,115.96

GST Total:

0.00000% 0.00

Tax: CONTRACT 0.00% 0.00

Q, H or PST Tax:

0.00

Total Tax:

0.00

Please Pay This Amount:

2,115.96

Current	30 - 60	60 - 90	Over 90	Total Owed
2,115.96	0.00	0.00	0.00	2,115.96

YOUR ONE SOURCE SERVICE SOLUTION

Commercial Information Services

SUMMARY PAGE

SEND PAYMENTS TO:

NORTHROP GRUMMAN - CIS  
P.O. BOX 26085  
NEW YORK, NY 10087-6085

NO: 12328  
DATE: 02-Apr-05  
FILE NO: 5271.0407  
CUSTOMER NO: 90530G  
CUSTOMER PO: ANNUAL  
SHIP VIA: CONTRACT  
CONTACT: ROGER SKUSE  
PHONE: 408-586-3100

MAIL TO:

CITY OF MILPITAS  
ACCOUNTS PAYABLE  
455 E. CALAVARAS BLVD.  
MILPITAS, CA 95035

PLEASE DIRECT ALL QUESTIONS TO:  
CUSTOMER SUPPORT: 800-453-0661

METER READING SYSTEM ANNUAL MAINTENANCE AGREEMENT

ITEM NO:	QTY.	DESCRIPTION	UNIT PRICE	TOTAL
001	4	ANNUAL VT5000 VERSATERM MAINTENANCE CHARGE - 07/15/2005 THROUGH 07/14/2006	324.50	1,298.00
002	1	ANNUAL RM-STD-4 ROUTEMANAGER SOFTWARE MAINTENANCE CHARGE - 07/15/2005 THROUGH 07/14/2006	650.00	650.00
003	1	ANNUAL CCB/7 CHARGING BOARD MAINTENANCE CHARGE - 07/15/2005 THROUGH 07/14/2006	115.50	115.50
004	1	ANNUAL CS5000 CHARGERLINK STAND MAINTENANCE CHARGE - 07/15/2005 THROUGH 07/14/2006	52.50	52.50
YOUR CURRENT AGREEMENT EXPIRES ON:			14-Jul-05	
SUB-TOTAL				2,116.00
				<b>2,116.00</b>

ALL DOLLAR AMOUNTS ARE IN U.S. CURRENCY



# Software / Hardware Maintenance Agreement RENEWAL

## Document and Data Management Solutions

197 East Hamilton Avenue  
Campbell, CA 95008  
Phone: 800.233.5006 Fax: 408.866.4803

### Send Invoices To:

**Customer:** City of Milpitas  
**Attn:** Terry Medina  
**Address:** 1265 N. Milpitas Blvd.  
**City, State, Zip:** Milpitas, CA 95035  
**Phone:** 408.586.2703

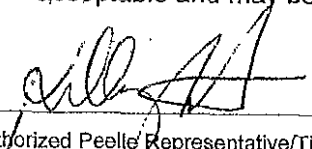
### Software / Hardware Location:

**Customer:** City of Milpitas  
**Attn:** Terry Medina  
**Address:** 1265 N. Milpitas Blvd.  
**City, State, Zip:** Milpitas, CA 95035  
**Phone:** 408.586.2703

Customer ID	Salesperson	Purchase Order #	Invoice #
COM0001	JD		

Qty.	Product Description	Service Level	End Date	Unit Cost	Ext. Cost
10	EMC Documentum AX Connections	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 289.00	\$ 2,890.00
25	EMC Documentum WX Connections	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 289.00	\$ 7,225.00
1	EMC Documentum WX PAL (50-74)	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 5,700.00	\$ 5,700.00
1	EMC Documentum OCR Server	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 380.00	\$ 380.00
1	EMC Documentum Full-Text Server	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 570.00	\$ 570.00
2	EMC Documentum Full-Text Client	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 38.00	\$ 76.00
1	EMC Documentum DX Data Manager	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 285.00	\$ 285.00
1	EMC Documentum DX MediaStor	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 190.00	\$ 190.00
1	EMC Documentum ReportXtender	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 570.00	\$ 570.00
1	Kofax Ascent Capture (25K scans/mo.)	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 495.00	\$ 495.00
1	Fujitsu fi-4220C Scanner	Mon.-Fri., 8:00am - 5:00pm PST	6/28/06	\$ 100.00	\$ 100.00
<b>Notes:</b> Annual maintenance/support costs for EMC Documentum software products include all software upgrades. On-site software support will be billed at the rate of \$165.00 per hour, portal to portal with a two-hour minimum charge.				<b>Total:</b>	\$ 18,481.00

Please acknowledge your acceptance with a signed copy of the Maintenance Agreement and your purchase order. Faxed copies are acceptable and may be faxed directly to the Contract Administration Department at 408.866.4803.

  
Authorized Peelle Representative/Title

3/28/05  
Date

\_\_\_\_\_  
Authorized Customer Representative/Title

\_\_\_\_\_  
Date

## AGREEMENT TERMS AND CONDITIONS

- 1) **Maintenance/Support Services:** Peelle Technologies, Inc. (hereafter referred to as Peelle) will provide software/hardware maintenance services for the products listed on page one (1) of this Software/Hardware Maintenance Agreement (hereafter referred to as Agreement).
- 2) **Charges:** Customer will pay all applicable taxes and the amount shown within thirty (30) days. Interest payment of 1.5% compounded monthly shall be added to those invoices not paid within thirty (30) days of invoiced date.
- 3) **Maintenance/Support Services:** Peelle will supply the following maintenance/support services:  
Software: All software releases/updates made available by the software manufacturer during the term of this Agreement. Hardware: All parts, labor and materials necessary to maintain products covered by this Agreement. Unless otherwise noted on page one (1) of this Agreement, services will be performed during Peelle's normal business hours. Normal business hours are defined as the hours between 8:00 a.m. and 5:00 p.m. PST, Monday through Friday (excluding Peelle company holidays). Service is available by calling 800-233-5006 or via the Internet at support@peelletech.com.
- 4) **Service Response Time:** Software: Peelle shall provide all necessary telephone support for reporting and resolving problems with the software products covered by this Agreement, and shall be available to receive notification by the Customer of any software problem. Unless otherwise specified on page one (1) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Customer's service request within four (4) hours of receipt of notification. In the first instance, Peelle shall attempt to diagnose the reported problem via telephone and/or e-mail and, if considered appropriate, shall attempt to resolve the reported problem by requesting that the Customer carry out any required standard operational maintenance or simple adjustments which the Customer can reasonably be expected to conduct. If the reported problem is not resolved through telephone and/or e-mail guidance, Peelle shall arrange for a system engineer to visit the Customer's site during Peelle's normal business hours as defined in Paragraph three (3) above. Hardware: Unless otherwise specified on page one (1) of this Agreement, Peelle agrees to use reasonable efforts to respond to the Customer's service request within twenty-four (24) hours of receipt of notification.
- 5) **Limitations of Service:** Maintenance/support services provided under this Agreement do not include:
- a.) Cost of bringing product(s) to maintenance status prior to placing under maintenance.
  - b.) Repair of damage caused by; accidents, natural disaster, improper use, damage during transportation or relocation by Customer, work performed on equipment by personnel other than Peelle employees or Peelle subcontractors, causes beyond Peelle's control, nor does it include the loss of data, production or employee productivity.
  - c.) Furnishing consumable supplies or accessories as specified by the manufacturer.
  - d.) Hardware with missing or altered serial numbers.
  - e.) Repair of damage or increase in service time caused by the use of the product for purpose other than for which it was designed or beyond the manufacturers specifications.
- If services are required due to the above causes, Peelle will provide services at Peelle's then current standard service rates.
- 6) **Customer Responsibility:** Customer is responsible for:
- a.) Running diagnostic tests before having a product serviced under this Agreement.
  - b.) Having a valid backup of data at all times to maintain original operating system, data and application software.
  - c.) Promptly notifying Peelle of any need for service and making product(s) available to Peelle engineers.
- 7) **Renewal:** This Agreement shall be in effect beginning on the Start Date as noted on page one (1). Thereafter, this Agreement shall automatically renew under the same terms and conditions for successive twelve (12) month terms.
- 8) **Cancellation:** Customer may terminate this agreement for any reason with thirty (30) days written notice prior to the renewal anniversary date. Peelle may terminate this Agreement at any time for any reason with thirty (30) days written notice. Peelle will issue a prorated credit for any remaining prepaid agreement coverage.
- 9) **Rate Changes:** The maintenance/support rates stated on page one (1) of this Agreement will not change during the effective dates specified for this Agreement. All rates are adjustable after the contract expiration date. All charges are payable in advance of the contract period.
- 10) **Entire Agreement:** Customer acknowledges that he/she has read this Agreement, understands it and agrees to be bound by Peelle's terms and conditions. Further, Customer acknowledges that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes all proposal or prior agreement, oral or written.
- 11) **Limitation of Liability:** Customer must provide Peelle with notice of claims of damage, improper service, or lawsuit within thirty (30) days of service. Peelle will only be liable for the amount of the payment which has already been paid to Peelle for the service in question.